

BEFORE THE
DENTAL BOARD OF CALIFORNIA
DEPARTMENT OF CONSUMER AFFAIRS
STATE OF CALIFORNIA

In the Matter of the Accusation Against:

Case NO:DBC 2009-2
OAH No: 2009100753

RUBY DHILLON, D.D.S.
40 Palatrain, #17
Irvine CA 92612

Dental License No. 48900

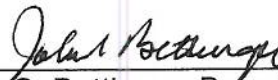
Respondent.

DECISION AND ORDER

The attached Stipulated Settlement and Disciplinary Order is hereby adopted by the Dental Board of California, Department of Consumer Affairs, as its Decision in the above-entitled matter.

This Decision shall become effective on February 6, 2011.

IT IS SO ORDERED January 6, 2011.



John S. Bettinger, Board President
Dental Board of California
Department of Consumer Affairs

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9 **BEFORE THE**
DENTAL BOARD OF CALIFORNIA
DEPARTMENT OF CONSUMER AFFAIRS
10 **STATE OF CALIFORNIA**

11 In the Matter of the Accusation Against:

12 **RUBY DHILLON, D.D.S.**
13 **40 Palatrain, #17**
14 **Irvine, CA 92612**
15 **Dentist License No. 48900**

16 Respondent.

Case No. DBC 2009-2

OAH No. 2009100753

**STIPULATED SETTLEMENT AND
DISCIPLINARY ORDER**

17
18 IT IS HEREBY STIPULATED AND AGREED by and between the parties to the above-
19 entitled proceedings that the following matters are true:

20 **PARTIES**

21 1. Richard DeCuir (Complainant) is the Executive Officer of the Dental Board of
22 California. He brought this action solely in his official capacity and is represented in this matter
23 by Edmund G. Brown Jr., Attorney General of the State of California, by Carl W. Sonne, Deputy
24 Attorney General.

25 2. Respondent RUBY DHILLON, D.D.S. (Respondent) is represented in this
26 proceeding by attorney Salvador Ciulla, whose address is: 1 City Boulevard W # 825, Orange,
27 CA 92868-3664, telephone: (714) 712-8330.
28

3. On or about August 10, 2001, the Dental Board of California issued Dentist License No. 48900 to RUBY DHILLON, D.D.S. (Respondent). The Dentist License was in full force and effect at all times relevant to the charges brought in Accusation No. DBC 2009-2 and will expire on May 31, 2011, unless renewed.

JURISDICTION

4. The First Amended Accusation No. DBC 2009-2 was filed before the Dental Board of California (Board), Department of Consumer Affairs, and is currently pending against Respondent. The original Accusation and all other statutorily required documents were properly served on Respondent on August 5, 2009. Respondent timely filed her Notice of Defense contesting the Accusation. A copy of First Amended Accusation No. DBC 2009-2 (Accusation) is attached as exhibit A and incorporated herein by reference.

ADVISEMENT AND WAIVERS

5. Respondent has carefully read, and understands the charges and allegations in Accusation No. DBC 2009-2. Respondent has also carefully read, and understands the effects of this Stipulated Settlement and Disciplinary Order.

6. Respondent is fully aware of her legal rights in this matter, including the right to a hearing on the charges and allegations in the Accusation; the right to confront and cross-examine the witnesses against her; the right to present evidence and to testify on her own behalf; the right to the issuance of subpoenas to compel the attendance of witnesses and the production of documents; the right to reconsideration and court review of an adverse decision; and all other rights accorded by the California Administrative Procedure Act and other applicable laws.

7. Respondent voluntarily, knowingly, and intelligently waives and gives up each and every right set forth above.

CULPABILITY

8. Respondent understands and agrees that the charges and allegations in Accusation No. DBC 2009-2, if proven at a hearing, constitute cause for imposing discipline upon her Dentist license.

1 9. For the purpose of resolving the Accusation without the expense and uncertainty of
2 further proceedings, Respondent agrees that, at a hearing, Complainant could establish a factual
3 basis for the charges in the Accusation, and that Respondent hereby gives up her right to contest
4 those charges.

5 10. Respondent agrees that her Dentist license is subject to discipline and she agrees to be
6 bound by the Board's probationary terms as set forth in the Disciplinary Order below.

7 RESERVATION

8 11. The admissions made by Respondent herein are only for the purposes of this
9 proceeding, or any other proceedings in which the Dental Board of California or other
10 professional licensing agency is involved, and shall not be admissible in any other criminal or
11 civil proceeding.

12 CONTINGENCY

13 12. This stipulation shall be subject to approval by the Dental Board of California.
14 Respondent understands and agrees that counsel for Complainant and the staff of the Dental
15 Board of California may communicate directly with the Board regarding this stipulation and
16 settlement, without notice to or participation by Respondent. By signing the stipulation,
17 Respondent understands and agrees that she may not withdraw her agreement or seek to rescind
18 the stipulation prior to the time the Board considers and acts upon it. If the Board fails to adopt
19 this stipulation as its Decision and Order, the Stipulated Settlement and Disciplinary Order shall
20 be of no force or effect, except for this paragraph, it shall be inadmissible in any legal action
21 between the parties, and the Board shall not be disqualified from further action by having
22 considered this matter.

23 13. The parties understand and agree that facsimile copies of this Stipulated Settlement
24 and Disciplinary Order, including facsimile signatures thereto, shall have the same force and
25 effect as the originals.

26 14. This Stipulated Settlement and Disciplinary Order is intended by the parties to be an
27 integrated writing representing the complete, final, and exclusive embodiment of their agreement.
28 It supersedes any and all prior or contemporaneous agreements, understandings, discussions,

1 negotiations, and commitments (written or oral). This Stipulated Settlement and Disciplinary
2 Order may not be altered, amended, modified, supplemented, or otherwise changed except by a
3 writing executed by an authorized representative of each of the parties.

4 15. In consideration of the foregoing admissions and stipulations, the parties agree that
5 the Board may, without further notice or formal proceeding, issue and enter the following
6 Disciplinary Order:

7 **DISCIPLINARY ORDER**

8 IT IS HEREBY ORDERED that Dentist License No. 48900 issued to Respondent RUBY
9 DHILLON, D.D.S. (Respondent) is revoked. However, the revocation is stayed and Respondent
10 is placed on probation for five (5) years on the following terms and conditions.

11 1. **Obey All Laws.** Respondent shall comply with all conditions of probation and obey
12 federal, state and local laws and all rules and regulations governing the practice of dentistry in
13 California, and remain in full compliance with any court ordered criminal probation, payments
14 and other requirements.

15 2. **Quarterly Declarations.** Respondent shall submit quarterly declarations under
16 penalty of perjury on the Board's Quarterly Report of Compliance forms provided by the Board,
17 stating whether there has been compliance with all the conditions of probation.

18 3. **Probation Surveillance.** Respondent shall comply with the Board's probation
19 surveillance program.

20 4. **Interviews.** Respondent shall appear in person for interviews with a Board
21 representative upon request at various intervals and with reasonable notice.

22 5. **Change of Address.** Respondent shall inform the Board in writing within 15 days of
23 any change of place of practice or place of residence. Respondent shall at all times keep the
24 Board informed of her address of business and residence which shall both serve as addresses of
25 record. Under no circumstances shall a post office box serve as an address of record.

26 Respondent shall also immediately inform the Board, in writing, of any travel to any areas
27 outside the jurisdiction of California which lasts, or is contemplated to last, more than thirty (30)
28 days.

1 6. **Cost Recovery.** Respondent is hereby ordered to reimburse the Board the amount of
2 \$ 15,000 within 90 days from the effective date of this decision for its investigative and
3 prosecutorial costs up to the date of the hearing. The Board agrees that Respondent may pay
4 these costs in an installment plan, with equal monthly payments, provided that full payment must
5 be received no later than one year prior to the scheduled termination of probation. Failure to
6 reimburse the Board's cost of its investigation and prosecution, and make timely monthly
7 installment payments (should Respondent elect to pay the costs in installments), shall constitute a
8 violation of the probationary order.

9 7. **Probation Monitoring Costs.** All costs incurred for probation monitoring during the
10 entire probation shall be paid by the Respondent. The monthly cost may be adjusted as expenses
11 are reduced or increased. Respondent's failure to comply with all terms and conditions may also
12 cause this amount to be increased.

13 All payments for costs are to be sent directly to the Dental Board and must be received by
14 the date(s) specified. (Periods of tolling will not toll the probation monitoring costs incurred.)

15 If Respondent is unable to submit costs for any month, he/she shall be required, instead to
16 submit an explanation of why she is unable to submit the costs, and the date(s) she will be able to
17 submit the costs including payment amount(s). Supporting documentation and evidence of why
18 the Respondent is unable to make such payment(s) must accompany this submission.

19 Respondent understands that failure to submit costs timely is a violation of probation and
20 submission of evidence demonstrating financial hardship does not preclude the Board from
21 pursuing further disciplinary action. However, Respondent understands that by providing
22 evidence and supporting documentation of financial hardship it may delay further disciplinary
23 action.

24 In addition to any other disciplinary action taken by the Board, an unrestricted license will
25 not be issued at the end of the probationary period and any license or certificate issued to
26 Respondent will not be renewed, until such time all probation monitoring costs have been paid.

27 8. **License Surrender.** Following the effective date of this decision, if Respondent
28 ceases practicing due to retirement, health reasons or is otherwise unable to satisfy the terms and

1 conditions of probation, Respondent may voluntarily surrender her license to the Board. The
2 Board reserves the right to evaluate the Respondent's request and to exercise its discretion
3 whether to grant the request, or to take any other action deemed appropriate and reasonable under
4 the circumstances. Upon formal acceptance of the tendered license, Respondent will no longer be
5 subject to the terms and conditions of probation.

6 9. **Absence from State/Practice.** In the event Respondent should leave California to
7 reside or practice outside the State, Respondent must provide written notification to the Board of
8 the dates of departure and return. Periods of residence or practice outside of California will not
9 apply to the reduction of the probationary period. In the event Respondent ceases to actively
10 practice dentistry in California, Respondent must provide written notification of that fact to the
11 Board. The period when the Respondent is not practicing will not apply to the reduction of the
12 probationary period. Absence from the state or absence from practice shall not relieve the
13 Respondent from fulfilling the conditions of probation requiring reimbursement of costs or
14 restitution to patients or on behalf of patients.

15 10. **Continuance of Probationary Term/Completion of Probation.** If Respondent
16 violates the terms of this probation in any respect, the Board, after giving Respondent notice and
17 the opportunity to be heard, may set aside the stay order and impose the revocation or suspension
18 of the Respondent's license. If, during the period of probation, an accusation and/or a petition to
19 revoke probation has been filed against Respondent's license or the Attorney General's Office has
20 been requested to prepare an accusation and/or a petition to revoke probation against
21 Respondent's license, the probationary period shall automatically be extended and shall not
22 expire until the accusation and/or the petition to revoke probation has been acted upon by the
23 Board. Upon successful completion of probation, Respondent's license will be fully restored.

24 11. **Remedial Education.** Within 90 days of the effective date of this decision,
25 Respondent shall submit to the Board for its prior approval, an appropriate program of remedial
26 education related to restorative dentistry and record keeping in an educational facility or program
27 which must also to be approved by the Board. The exact number of hours and specific content of
28 the program shall be determined by the Board or its designee. Respondent shall successfully

1 complete the remedial education program and may be required to pass an examination
2 administered by the Board or its designee related to the program's content. Respondent shall pay
3 all costs of the remedial education program. The period of probation will be extended, if
4 necessary, until such remedial education is completed. Continuing education courses used for the
5 renewal of licensure will not be used for remedial education.

6 **12. Sale or Closure of an Office and/or Practice.** If Respondent sells or closes her
7 office after the imposition of administrative discipline, Respondent shall ensure the continuity of
8 patient care and the transfer of patient records. Respondent shall also ensure that patients are
9 refunded money for dental work not performed, and shall not misrepresent to anyone the reason
10 for the sale or closure of the office and/or practice. The provisions of this condition in no way
11 authorize the practice of dentistry by the Respondent during any period of license suspension.

- 12 1. The dentist provides for the continuity of care and the transfer of records
13 for all patients;
- 14 2. The dentist refunds to patients any money paid for work not performed;
15 and,
- 16 3. The dentist must not misrepresent to anyone the reasons for the sale/closure
17 of the office and/or practice.

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1 ACCEPTANCE

2 I have carefully read the above Stipulated Settlement and Disciplinary Order and have fully
3 discussed it with my attorney, Salvador Ciulla. I understand the stipulation and the effect it will
4 have on my Dentist license. I enter into this Stipulated Settlement and Disciplinary Order
5 voluntarily, knowingly, and intelligently, and agree to be bound by the Decision and Order of the
6 Dental Board of California of the Department of Consumer Affairs.

7
8 DATED: 10/15/10

Ruby Dhillon
9 RUBY DHILLON, D.D.S.
Respondent

10 I have read and fully discussed with Respondent RUBY DHILLON, D.D.S. the terms and
11 conditions and other matters contained in the above Stipulated Settlement and Disciplinary Order.
12 I approve its form and content.

13
14 DATED: 10-15-10

Salvador Ciulla
15 Salvador Ciulla
Attorney for Respondent

16
17 ENDORSEMENT

18 The foregoing Stipulated Settlement and Disciplinary Order is hereby respectfully
19 submitted for consideration by the Dental Board of California of the Department of Consumer
20 Affairs.

21 Dated: 10-18-2010

Respectfully Submitted,

22 EDMUND G. BROWN JR.
Attorney General of California
23 JAMES M. LEDAKIS
Supervising Deputy Attorney General

24 Carl W. Sonne
25 CARL W. SONNE
26 Deputy Attorney General
Attorneys for Complainant

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